

REQUEST FOR COUNCIL ACTION

SUBJECT:

A RESOLUTION: "approving and adopting a Lobbying Services Agreement with Rob Jolley and RRJ Consulting, LLC for transportation funding lobbying efforts on behalf of the City.

SUMMARY:

The Council has budgeted for and the City Manager has interviewed and negotiated for the hiring of a professional lobbyist to help the City obtain needed transportation funding from the State. Rob Jolley and RRJ Consulting LLC have been recommended to the City, and have scored the highest of the interviewed bidders for these services. A contract for lobbying services has been negotiated and is now recommended for approval by the City Manager. It is important to have this contract in place ahead of interim meetings of the Legislature, and to make a difference in meetings with Legislative leadership during the Summer months.

FISCAL IMPACT:

Staff projects no fiscal impact as a result of the proposed Resolution.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Resolution.

MOTION RECOMMENDED:

"I move that the City Council adopt and approve Resolution 14-~~88~~, approving and adopting a Lobbying Services Agreement with Rob Jolley and RRJ Consulting, LLC for transportation funding lobbying efforts on behalf of the City."

Roll Call Vote ☒ required. ☐ not required.

Reviewed by:

ARThorup

Robert Thorup
Deputy City Attorney

Reviewed by:

Bryce Haderlie

Bryce Haderlie
Assistant City Manager

Recommended:

Richard Davis

Richard Davis
City Manager

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14- 88

A RESOLUTION approving and adopting a Lobbying Services Agreement with Rob Jolley and RRJ Consulting, LLC for transportation funding lobbying efforts on behalf of the City

Whereas, the City Council has approval authority on significant agreements entered between the City and one or more third parties; and

Whereas, the City Manager has proposed and Rob Jolley and RRJ Consulting LLC have agreed to the terms of an agreement for lobbyist services on transportation funding projects for the City;

Whereas, the parties have agreed on a form for the contract; and

Whereas, the City Manager endorses and recommends approval of the agreement,

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The contract between Rob Jolley and RRJ Consulting LLC and the City, in the form which is attached, be and is hereby adopted, approved and ratified.

Section 2. The City Manager is instructed and empowered to sign the Agreement and deliver it for and in behalf of the City

Section 3. This resolution shall take effect immediately.

Adopted by the City Council of the City of West Jordan, Utah this 14th day of May, 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Mayor Kim Y. Rolfe

Melanie Briggs, City Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim **V**. Rolfe

May 14, 2014

Rick Davis
City of West Jordan
8000 South Redwood Road
West Jordan, UT 84088

Dear Sir:

This Letter Agreement constitutes a contract for lobbying and consulting services entered into between the City of West Jordan (the "City") and RRJ Consulting LLC. These services shall be provided for the term beginning May 1, 2014 and ending April 30, 2015.

- 1) The City agrees to retain RRJ Consulting to perform lobbying and consulting services with the Utah State Legislature, the Utah Governor's Office and the Utah Department of Transportation.
- 2) RRJ Consulting will render these services as an independent contractor and not as an employee.
- 3) Without the express prior written approval of the City, RRJ Consulting agrees to not enter into any agreement to render similar services to any other person, company, or entity if the rendering of such services would constitute a conflict of interest with City. RRJ Consulting will provide the City at least quarterly with the names of other governmental entities than engaging RRJ as a lobbyist or consultant.
- 4) As compensation for these services the City agrees to pay RRJ Consulting a fee of \$4167.00 per month.
- 5) In exchange for this compensation RRJ Consulting will:
 - a. Work to successfully accomplish the transportation and road construction objectives as outlined by the City.
 - b. Monitor all relevant legislation, rules, regulations, policies, and actions from the point of introduction until final disposition in order to successfully accomplish the transportation and road construction objectives as outlined by the City.
 - c. Arrange visits with designated legislators, and state officials determined by the City in order to successfully accomplish the transportation and road construction objectives as outlined by the City.
- 6) RRJ Consulting will comply fully with applicable federal, state, and local laws and regulations, including laws applicable with lobbying, and will be responsible

for preparing and filing all registration and reporting forms required by the federal, state, or local entity governing its representation of the City.

The City agrees to provide RRJ Consulting mutually agreed upon legal counsel or the mutually agreed upon cost of legal counsel if RRJ Consulting is brought, subpoenaed or asked to appear before a local, state or federal investigating body for questioning or testimony relating to the activities of RRJ Consulting on behalf of the City, or services provided to City in accordance with this agreement.

- 7) The parties agree that the retainer paid by the City to RRJ Consulting is for the purpose of compensating RRJ Consulting for their services described herein. The parties acknowledge that none of the funds paid by the City to RRJ Consulting are for the purpose of making, directly or indirectly, any contributions to any political candidate, campaign, or related concern. Moreover, the parties recognize that RRJ Consulting is not authorized to make any contributions from retainer fee to any political candidate, campaign, or concern on behalf of the City.
- 8) Any extension of the agreement will be contingent upon the written mutual consent of the City and RRJ Consulting.
- 9) This agreement may be terminated by the City upon 30 days written notice to RRJ Consulting. However if said termination does not occur by the 30th calendar day of the 2015 session of the Utah State Legislature then all monthly retainers due under this letter of agreement through April, 2015 would still be due to RRJ Consulting. RRJ may terminate the agreement upon 30 days written notice to the City, and all unpaid retainer fees as of the date of such termination by RRJ are thereby waived by RRJ.
- 10) Any legislative advocacy position communicated by the City to RRJ, and any information about the City provided or communicated by the City or any of its agents to RRJ shall be used solely for the purpose of RRJ's lobbying and consulting services on behalf of the City, and only as necessary to accomplish such services, and shall otherwise be held and treated as confidential by RRJ.

If you concur with the terms of this agreement, please sign both copies of this Letter of Agreement and return one copy to RRJ Consulting.

Sincerely,

Agreed to and Accepted:

Rob Jolley
RRJ Consulting, LLC

By: _____

Title: City Manager

Date: _____